creditor or others under that law." Recent cases in accord with the principal case are: *In re Franklin Lumber Co.*, 187 Fed. 281, 26 A. B. R. 37; *In re Hammond*, 26 A. B. R. 336; *In re Bazemore*, 189 Fed. 236, 26 A. B. R. 494; *In re Hartdagen*, 189 Fed. 546.

BILLS AND NOTES—ACTIONS—REAL PARTY IN INTEREST.—A bill of exchange, which was accepted but not paid by D, was assigned to P after maturity, without consideration, and for the sole purpose of collection. P sued D on the bill, and D contended that P was not the real party in interest, and therefore could not bring suit. *Held*, that P is the real party in interest, under CODE CIV. PROC. § 449, so as to entitle him to bring the action. *Curtis* v. *Douglass* (1911), 130 N. Y. Supp. 1054.

The legal holder of a note, even though he have no beneficial interest therein, can sue thereon. *Fay* v. *Hunt*, 190 Mass. 378, 77 N. E. 502; *Dickinson* v. *Bull*, 72 Ill. App. 75; *Jump* v. *Leon*, 192 Mass. 511, 78 N. E. 532; *Edgerly* v. *Lawson*, 176 Mass. 551, 57 N. E. 1020; *Watkins* v. *Plummer*, 93 Mich. 215, 53 N. W. 165. Whether the code provision requiring an action to be brought in the name of the "real party in interest" has changed the rule of law so that a holder of a note, who has no beneficial interest therein, cannot maintain an action thereon, is a question on which the authorities do not seem to agree. It has been held in the following cases that the mere holder of a promissory note, who has no interest in it, cannot maintain an action upon it; such action can only be prosecuted in the name of the owner or the real party in interest. *Parker* v. *Totten*, 10 How. Pr. 233; *Clark* v. *Phillips*, 21 How. Pr. 87; *Swift* v. *Ellsworth*, 10 Ind. 205, 71 Am. Dec. 316; *Osborn* v. *McCleland*, 43 Ohio St. 284, 1 N. E. 644; *Killmore* v. *Culver*, 24 Barb. 656; *Bell* v. *Tilden*, 16 Hun. 346. A person to whom a note has been transferred for the purpose of collection is not the real party in interest so that he can maintain an action on it. *Independent Coal Co.* v. *First Nat. Bank*, 27 Ohio Cir. Ct. R. 297. *Contra*: *Abell Note Brokerage & Bond Co.* v. *Hurd*, 85 Iowa 559, 52 N. W. 488; *Linney* v. *Thompson*, 3 Kan. App. 718; *Eaton* v. *Alger*, 47 N. Y. 345; *Hunter* v. *Allen*, 106 App. Div. 557, 94 N. Y. Supp. 880; *Meyer* v. *Foster*, 147 Cal. 166, 81 Pac. 402; *Neal* v. *Gray*, 124 Ga. 510, 52 S. E. 622; *Lehman* v. *Press*, 106 Iowa 389, 76 N. W. 818; *Manley* v. *Park*, 68 Kan. 400. From the cases cited above it will be noticed that the decisions of New York on the question under discussion are not very consistent with each other. Since the code expressly requires that an action shall be brought in the name of the "real party in interest," and since the assignee of a negotiable note is not one of the excepted persons who can sue though not the party in interest (*Swift* v. *Ellsworth*, 10 Ind. 205), it seems to be more in accord with reason to hold that a holder of a note having no interest in it cannot maintain an action thereon.

CARRIERS—LIMITING LIABILITY FOR LOSS OF BAGGAGE—INTERSTATE COMMERCE.—The plaintiff, an interstate passenger of the defendant carrier, claimed damages in excess of two thousand dollars for loss of her baggage occurring through the negligence of the defendant. The defense was that the liability

of the defendant was limited to one hundred dollars. The defendant had filed and published a schedule of rates and tariffs in compliance with the provisions of the Interstate Commerce Act and the orders of the Interstate Commerce Commission. A part of this schedule provided that "one hundred pounds of personal baggage, not exceeding one hundred dollars in value, will be checked free for each passenger on presentation of a full ticket;" a higher rate was provided for excess value declared. This schedule was posted conspicuously near the defendant's ticket office in question; but the plaintiff neither knew of nor consented to the limitation of liability. The court held the defendant liable for the full amount of damages claimed. *Hooker* v. *Boston & M. R. R.* (Mass. 1911), 95 N. E. 945.

At common law a common carrier may make just and reasonable stipulations in good faith as to the value of the property intrusted to its care, and the amount for which it shall respond in case of loss; but, in order to be effective, such stipulation must be brought home to the knowledge of the shipper through either a formal contract, or an express or inferable notice under circumstances warranting the assumption of actual consent. ELLIOTT, RAILROADS, Ed. 4, § 1510, and cases cited. This rule applies in all states except in Iowa, Kansas, Texas, Nebraska and Kentucky, where it has been abrogated by statute or constitution. 1 HUTCH., CARRIERS, Ed. 3, § 405, and cases cited. A shipper must know of and consent to such stipulations before he can be bound by them. 4 ELLIOTT, RAILROADS, Ed. 2, § 1501, and cases cited. *Contra*: *Gardiner* v. *New York Central & H. R. Co.*, 123 N. Y. Supp. 865. However, in the principal case, which involved interstate transportation, the defendant contended that the common law rule was abrogated by the federal interstate commerce act. One of the effects of this act is to bind the public inexorably to the rate published, regardless of knowledge, assent or even misrepresentation. *Gulf, Colorado & Santa Fe Ry.* v. *Hefley*, 158 U. S. 98, 39 L. Ed. 910; *Texas & Pacific Ry.* v. *Mugg*, 202 U. S. 242, 50 L. Ed. 1011; *Melody* v. *Great Northern Ry.* (S. D.) 127 N. W. 543, 30 L. R. A. (N. S.) 568. The pivotal question, then, in the principal case was whether the limitation as to the liability for loss is a part of the passenger rate or tariff, or whether it was a subsidiary incident to the main matter of fare. The court held that the limitation was not an essential element in the fare for transportation of passengers. "The carrier cannot make something a rate merely by calling it that name. It cannot convert that which is in its essence a subject for regulation according to the laws of the several States, into the rigidity of a rate protected by the Federal laws, simply by putting it into a schedule of rates and tariffs."

COMMERCE—CONSTITUTIONALITY OF STATE REGULATION OF RATES.—The Board of Railroad Commissioners of the State of Arkansas prescribed a schedule of rates which should govern both freight and passenger business on intrastate hauls by all railroads, whether domestic or foreign, doing business within the State. The complainant railroads sought to enjoin the enforcement of the tariffs on the ground that the tariffs were a burden on interstate commerce and were therefore violative of the commerce clause of the Constitution of the United States. *Held,* that the tariffs were not void on this